

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1647 OF 1990

MANOJKUMAR SWADESHKUMAR PLAINTIFF.
JAIN

VS.

MARRIE RAMCHANDRA RAO DEFENDANT.

MR. AJAY FERNANDO I/B. BILAWALA & CO. FOR THE PLAINTIFF.

MR. K.P.K.MENON FOR THE DEFENDANT

MR. MUNGEKAR REPRESENTATIVE OF COURT RECEIVER IS PRESENT.

CORAM : S.K.Shah, J.
DATE : March 16, 2006

P.C. :

1. The learned Counsel for the defendant states that he has no instructions from the defendant.

2. The Suit is undefended against the defendant. The Plaintiffs have filed affidavit of documents, compilation of documents and affidavit of evidence in support of the claim.

3. The Suit is for specific performance of the agreement, dated 11th December, 1989, whereby the defendant had agreed to sell to the Plaintiff Suit flat for a consideration of Rs. 3,70,000/-. Under the agreement, the Plaintiff had paid the consideration of Rs. 1,70,000/- and the receipt is passed below the

agreement itself. The balance consideration of Rs. 2,00,000/- has been deposited by the Plaintiff in Court on 23rd February, 2006 pursuant to the Order passed by this Court, dated 16th February, 2006. The copy of the receipt is produced, it is taken on record. As such the entire consideration has been paid by the Plaintiff.

4. By virtue of the Order passed by this Court on 30th September, 1992 in Notice of Motion No. 1490 of 1990, in this Suit, the Receiver has been appointed to take possession of the Suit flat and as per the directions to the Receiver, the Suit flat has been given in possession of the Plaintiff. The terms and conditions of appointing the Plaintiff as agent of the Receiver for having possession of the Suit flat have been mentioned in the Receiver's Report, dated 16th March, 2006.

6. Under the circumstances, the Suit deserves to be decreed. Hence, the Order :-

ORDER

(1) The Suit is hereby decreed with costs in terms of prayer clause (a) and (b).

(2) The balance amount of consideration deposited by the Plaintiff in Court shall be paid to the defendant on defendant executing a

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conveyance in favour of the Plaintiff in respect of the Suit flat.

(3) The Receiver shall stand discharged subject to payment of costs of the Receiver.

(4) A Decree be drawn up accordingly.

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[S.K.Shah, J.]